

EXHIBIT F

INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

All insurance coverage provided for the benefit of, or evidenced to the Service is not to be impaired by any act of the Concessioner, its agents, servants, or employees. The Concessioner will ensure that its insurance carriers provide the Service, solely for its benefit, ***an unconditional 30 day advance*** notice of cancellation, non-renewal, or material change in coverage or policy terms for all coverage issues.

The amounts of insurance, limits of liability and coverage terms indicated ***are not intended as a limitation*** of the Concessioner's responsibility or liability under the CONTRACT, but rather an indication as to the minimum type(s), amount(s), and scope of insurance that the Service considers necessary to allow the operation of the concession at its park. Nevertheless, if the Concessioner purchases insurance in addition to the limits illustrated herein, the Service will receive the benefit of the additional amounts of insurance without additional cost to the Service.

II. LIABILITY INSURANCE

The Concessioner will maintain the following minimum Liability Coverages all of which, unless noted herein, are to be written on an occurrence form of coverage.

A) Commercial General Liability Insurance

- 1) Coverage will be provided for bodily injury, property damage, contractual liability, personal or advertising injury liability (including contractual liability arising out of personal injury and advertising injury liability) and products/completed operations liability insurance protection. The following minimum limits of liability to be provided:

Bodily Injury and Property Damage Limit

(1) General Aggregate	\$ 2,000,000
(2) Products & Completed Operations Aggregate	\$1,000,000
(3) Per Occurrence	\$1,000,000
(4) Personal Injury & Advertising Injury Liability	\$1,000,000
(5) Medical Payments	\$ 50,000
(6) Fire Legal Liability	\$ 50,000 per fire (automatic – no additional charge)

- 2) The liability coverages may not contain the following exclusions/limitations:
 - (a) Athletic or Sports Participation
 - (b) Products/Completed Operations
 - (c) Personal Injury or Advertising Injury
 - (d) Contractual Liability
 - (e) Explosion, Collapse and Underground Property Damage
 - (f) Total Pollution exclusion
 - (g) Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
- 3) Pollution liability insurance coverage must be included for damages resulting from smoke, fumes, vapor, or soot, or other contaminants from a hostile fire.
- 4) If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location.

B) Automobile Liability Insurance, including Garage Operations

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, Symbols 8 & 9, must be maintained), including garage operations for products and completed operations. Garagekeepers' liability is to be included on a "direct" basis.

Combined Single Limit Each Accident Limit: \$1,000,000 or as required by the State of Wyoming, whichever is greater

C) Marina Operators' Legal Liability

This coverage is intended to fill the gaps caused by the exclusions in the General liability policy with respect to coverage for the watercraft exposure and property in the care/custody and control of the concessioner.

Limit of liability: \$2,000,000 per occurrence & aggregate

- 1) Repair, alteration, service or maintenance
- 2) Storage—must include an aggregate limit sufficient for the storage operation
- 3) Mooring
- 4) Hauling/launching
- 5) Fueling
- 6) Protection & Indemnity (for owned watercraft up to 75' in length)

D) Excess Liability or Excess “Umbrella” Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess “Umbrella” Liability policy.

E) Environmental Impairment Liability

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or off site).

Each Occurrence or Each Claim Limit	\$1,000,000
Aggregate Limit	\$1,000,000

F) Special Provisions for Use of Aggregate Policies

If at any time the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits. The General Aggregate under the Commercial General Liability policy must apply on a “per location” basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

G) Self-Insured Retentions

Coverage will comply with the statutory requirements of the state(s) which the Concessioner operates. The limit for employers’ liability insurance must be at least \$100,000 per insuring agreement.

H) Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state(s) in which the Concessioner operates. The states of concession operations must be specifically included for coverage under the policy.

III. PROPERTY INSURANCE**A) Hull and Machinery Insurance**

Insurance shall cover all property including hulls, launches, lifeboats, rafts, furniture, bunkers, stores, supplies, tackle, fittings, equipment, apparatus, machinery, boilers, refrigerating

machinery, insulation, motor generators, and other electrical machinery to include navigation aids and communications equipment. The policy shall provide automatic coverage for all newly acquired vessels.

The limit of coverage for each vessel will be the Replacement Cost, new for old, without deduction for depreciation.

Evidence of insurance will designate each vessel, the amount of insurance applicable to each.

B) Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000

V. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- 1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- 2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty edition).
- 3) All insurers must be admitted (licensed) or approved to do business in the state(s) in which the concession operation(s) is (are) located.

VI. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this CONTRACT must provide sufficient detail to allow easy identification of the coverages, limits, and coverage amendments described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the Certificate of Insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, will provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein.

The Certificate of Insurance will contain a notation that the insurance coverage represented therein complies with the provisions of this agreement as outlined in this Exhibit F.

The **notice of cancellation provision** of the certificate must delete any and all qualifying language such as: “*We will endeavor to provide*” or “*failure to provide said notice will not place any liability upon the company or its representative.*”

VI. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be the minimum amount to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein shall control.